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Suzanne Henderson

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Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

### VALVE SITE EASEMENT

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

For and in consideration of TEN Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned **I WESTERN CAPITAL LTD.**, a Texas limited partnership, (hereinafter called GRANTOR, whether one or more) does hereby GRANT, BARGAIN, SELL AND CONVEY unto **TEXAS MIDSTREAM GAS SERVICES, L.L.C.**, its successors and assigns (hereinafter called GRANTEE), a free and unobstructed easement for a valve site 70 feet by 150 feet for the purpose of laying, constructing, maintaining, operating, altering, replacing, and removing valves, meters, pig launchers, receivers (with fittings, appliances and appurtenant facilities) ("Valve Site Facilities") together with any and all necessary related equipment, for the transportation and processing of natural gas on the following described tract in Tarrant County, Texas:

See Legal Description and Drawing attached as Exhibit "A" ("Easement").

1. GRANTOR's Construction. GRANTEE shall provide GRANTOR with notice prior to GRANTEE commencing the initial installation and construction of the Valve Site Facilities and any subsequent construction on the Easement, except in cases of emergency to protect public health, safety, or the environment or the integrity of GRANTEE's Valve Site Facilities. GRANTEE shall coordinate its construction schedule with GRANTOR or GRANTOR's successors and assigns for the initial installation and construction of the Valve Site Facilities so as not to interfere with the completion of construction of the parking lot adjacent to the Valve Site Facilities prior to the beginning of the 2011 Southwestern Exposition and Livestock Show. GRANTEE shall fence the Easement with both pipe fencing sufficient to deter vehicular entry and wire fencing sufficient to deter pedestrian entry. GRANTEE shall complete construction of the initial Valve Site Facilities within one hundred twenty (120) days after GRANTEE commences on-site construction, but no later than two years after the date of this Valve Site Easement. However, GRANTEE agrees not to conduct any construction on the Valve Site Facilities during the annual Southwestern Exposition and Livestock Show. In addition, GRANTEE shall not perform any non-emergency construction or maintenance on the Easement during the annual Southwestern Exposition and Livestock Show.

2. GRANTEE Restoration. Upon completion of construction and prior to the annual Southwestern Exposition and Livestock Show, GRANTEE agrees to restore the surface of the Valve Site Facilities as nearly as is practicable to the condition that existed immediately prior to construction. Upon completion of construction of said Valve Site Facilities, GRANTOR shall inspect and approve, in writing, the restoration of the Easement.

3. GRANTOR Reservation Upon Easement. GRANTOR hereby reserves the right to construct maintain, repair and operate underground and above ground communication conduits, electric transmission and distribution lines, telephone lines, water, drainage and sewer pipelines, and other utilities, within and across the Easement; provided, however, GRANTOR shall exercise any of the rights reserved in such a manner so that:

- GRANTEE'S Valve Site Facilities located on the Easement shall not be endangered, obstructed, injured or interfered with;
- GRANTEE'S access to the Easement and Valve Site Facilities is not interfered with;
- the Valve Site Facilities are left with proper, sufficient and permanent support;
- GRANTEE'S use of the Easement for the purposes set forth herein is not unreasonably impaired; and
- GRANTOR shall notify GRANTEE in writing at least ninety (90) days in advance of any such use within the Easement.

4. GRANTOR Right to Relocate Easement. GRANTOR reserves the right to relocate the Easement and Valve Site Facilities, at GRANTOR'S expense, to another location on GRANTOR'S Property, subject to the terms and conditions of this Valve Site Easement. GRANTOR shall execute and deliver to GRANTEE an easement agreement, for the relocated Valve Site Facilities, that contains provisions that are substantially similar to those contained herein. GRANTEE in turn shall release this Easement.

5. GRANTEE Access. GRANTEE shall have the right of ingress and egress across GRANTOR'S Property to access the Easement and Valve Site Facilities. GRANTOR shall have the right from time to time to designate the route of GRANTEE'S ingress and egress to and from the Easement as long as reasonable access is provided.

6. Initial and Future Damages Caused by GRANTEE. GRANTEE agrees to pay for any physical damage to timber, fences, curbs, paving, or other improvements caused by GRANTEE'S construction, maintenance, operation, repairing, alteration, replacement or removal of the Valve Site Facilities. It is understood and agreed that the consideration herein paid does include payment of the initial construction, timber and land surface damages.

7. GRANTEE Abandonment. GRANTEE agrees that, in the event of the complete non-use of the Valve Site Facilities by GRANTEE, its successors or assigns, for a period of two consecutive years after the Valve Site Facilities have been placed into service, this Easement and right of way shall be considered abandoned and GRANTEE shall furnish at its expense, upon receipt of written request from GRANTOR, a release of the Valve Site Agreement, in which event GRANTOR shall have the right to require GRANTEE to remove the Valve Site Facilities and restore the surface of the Property.

8. GRANTEE INDEMNITY OF GRANTOR. GRANTEE SHALL BE SOLELY RESPONSIBLE FOR, AND, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR, EVENT FACILITIES FORT WORTH, INC., SOUTHWESTERN EXPOSITION AND LIVESTOCK SHOW, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, SUITS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, FOR: (I) INJURIES OR DEATH OF ANY PERSON; (II) DAMAGE, DESTRUCTION OR LOSS OF PROPERTY BELONGING TO ANY PERSON; AND (III) ENVIRONMENTAL LIABILITIES, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, PRESENCE OR USE OF THE VALVE SITE FACILITIES OR ANY RELATED EQUIPMENT, OF WHATEVER NATURE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS, LOSSES, DEMANDS OR SUITS ARE

OCCASIONED BY OR ARE THE RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF ANY INDEMNITEES, EXCEPTING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. THIS INDEMNITY SHALL ALSO APPLY TO ANY LIABILITY IMPOSED UPON ANY INDEMNITEE BY REASON OF ANY APPLICABLE STATUTE, LAW, REGULATION OR THEORY OF STRICT LIABILITY. AS USED IN THIS PARAGRAPH, THE TERM "PERSON" MEANS AN INDIVIDUAL, PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST, JOINT STOCK COMPANY, TRUST, UNINCORPORATED ASSOCIATION, JOINT VENTURE OR GOVERNMENTAL AUTHORITY. THE TERM "ENVIRONMENTAL LIABILITIES," AS THAT TERM IS USED IN THIS PARAGRAPH, IS DEFINED AS ALL DAMAGES, LOSSES, CLAIMS, DEMANDS AND CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY CIVIL FINES, PENALTIES, EXPENSES AND COSTS OF CLEAN-UP OR REMEDIATION) BROUGHT BY ANY AND ALL PERSONS (INCLUDING ANY THIRD-PARTIES OR ORGANIZATIONS, AND ANY AGENCY, BRANCH OR REPRESENTATIVE OF FEDERAL, STATE OR LOCAL GOVERNMENT) ON ACCOUNT OF ANY PERSONAL INJURY, DEATH, DAMAGE, DESTRUCTION, LOSS OF PROPERTY, CONTAMINATION OF NATURAL RESOURCE (INCLUDING OIL, SURFACE WATER OR GROUND WATER), INCLUDING, BUT NOT LIMITED TO, THE PRESENCE, DISPOSAL OR RELEASE OF ANY MATERIAL OF ANY KIND, AND SHALL INCLUDE ALL LIABILITY OR OBLIGATIONS THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL CONDITION OF THE EASEMENT OR ADJOINING PROPERTY OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. § 9601 ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. § 466 ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. § 1401-1450), THE HAZARDOUS MATERIAL TRANSPORTATION ACT (49 U.S.C. § 1801 ET SEQ.), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. § 2601 - 2629), THE CLEAN WATER ACT, AS AMENDED (42 U.S.C. § 7401 ET SEQ.) AND THE CLEAN AIR ACT AMENDMENTS OF 1990 (PUB. L. NO. 101-549, 104 STAT. 2399 (1990)).

9. GRANTEE'S PROPERTY. GRANTEE'S VALVE SITE FACILITIES, EQUIPMENT, VEHICLES, PIPELINES, OIL, GAS, HYDROCARBONS, HYDROCARBON BY-PRODUCTS, OTHER FLUIDS AND SUBSTANCES, AND PROPERTY OF ANY KIND ("GRANTEE'S PROPERTY") ARE SOLELY AT THE RISK OF GRANTEE, AND GRANTEE HEREBY WAIVES ANY CLAIM FOR LOSS, DAMAGE OR DESTRUCTION OF GRANTEE'S PROPERTY AND ANY CONSEQUENTIAL DAMAGES ARISING THEREFROM IN FAVOR OF THE INDEMNITEES, EVEN IF CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE, ACT OR OMISSION OF ANY INDEMNITEE. ANY INSURANCE MAINTAINED BY GRANTEE FOR THESE ITEMS SHALL INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF GRANTOR, AND A CERTIFICATE OF INSURANCE VERIFYING THIS WAIVER SHALL BE SUPPLIED TO GRANTOR.

10. GRANTEE'S Insurance. GRANTEE represents that it now maintains, and will continue to maintain adequate liability insurance on the Valve Site Facilities in an amount of not less than \$10,000,000 per occurrence, and will, prior to commencing construction and annually thereafter, furnish GRANTOR with proof of same upon request. Such insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies and will provide additional insured status to GRANTOR. Also, GRANTEE shall at all times maintain in effect Workers Compensation Insurance, and said policy shall waive all rights of subrogation in favor of GRANTOR. Should GRANTOR utilize

contractors to perform any work contemplated herein, GRANTEE shall use its best efforts to require contractors to carry Workers Compensation insurance and Commercial General Liability insurance with a limit of not less than \$1,000,000 with the Waiver of Subrogation and Additional Insured status as required of GRANTEE.

11. GRANTEE Compliance with Laws. GRANTEE shall at all times comply with all applicable laws, statutes, rules and regulations of any governmental authority having jurisdiction including, without limitation, all environmental laws, statutes, rules and regulations of any federal, state or local authority at any time applicable to the Valve Site Facilities, including but without limitation, the Railroad Commission of Texas, and the United States Environmental Protection Agency, and the United States Department of Transportation. Specifically and without limiting the foregoing, GRANTEE agrees that (i) no hazardous substances shall be generated, treated, stored, disposed of or otherwise deposited or released in or on the Easement or the adjoining property of GRANTOR by GRANTEE, its agents, servants or employees, (ii) GRANTEE will not engage in and will not permit any of its agents, servants or employees to engage in any activity with respect to the Easement which would cause (a) the Easement or the adjoining property of GRANTOR to become a hazardous waste treatment, storage or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976 ("RCRA") as now or hereafter amended, or similar state law or local ordinance or other environmental law, (b) a release or threatened release of a hazardous substance, from or to the Easement or the adjoining property of GRANTOR within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as now or hereinafter amended or any similar state law or local ordinance or any other environmental law, or (c) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act or the Clean Air Act or any similar state or local ordinance or other environmental law; (iii) neither GRANTEE nor its agents, servants or employees shall place any hazardous substance or create any conditions in or on the Property or the adjoining property of GRANTOR which could be the basis for a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental regulatory requirements; and (iv) no underground storage tanks will be located on the Easement. As used in the preceding provision, the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the term "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided in the event either CERCLA or RCRA is amended so as to broaden the meaning of any terms defined thereby (other than including oil or crude oil in the definition of hazardous substances), such amendment shall apply to GRANTEE'S covenants contained herein, and provided further, to the extent that the laws of the State of Texas establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, the broader meaning or definition shall apply.

12. Notification of Reportable Spill or Leak. Should GRANTEE discover any potentially reportable spill or leak on the Easement, GRANTEE shall immediately take appropriate actions to address the incident, including notification of appropriate regulatory agencies, and GRANTOR and shall be obligated to give all available information, as required by all environmental regulatory agencies, regarding the spill or leak to GRANTOR. A "reportable spill or leak" is one required by any federal, state or local law to be reported to any regulatory authority. All costs associated with repairing, cleaning up and restoring the Valve Site Facilities to normal operating condition will be paid by GRANTEE.

13. GRANTEE Assignment. GRANTEE, and GRANTEE'S successors and assigns, shall have the right to assign or transfer this Easement, or any rights herein granted, in whole or in part, but must give GRANTOR written notice thereof.

14. Entire Agreement. It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

15. Existing Encumbrances. This Easement is granted and accepted subject to all existing rights of way and easements, as well as all other burdens or restrictions affecting the property of GRANTOR of record in Tarrant County, Texas, or apparent on the ground.

16. Bankruptcy. In the event that any bankruptcy proceedings, arrangement of creditors, or other proceedings in which the GRANTEE or an assignee of GRANTEE (or any subsequent assignee) is determined to be either bankrupt or financially unable to continue its business without the intervention of a court, then this Agreement shall terminate.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, so long as the rights and the Easement herein granted shall be used by, or useful to GRANTEE for the purposes herein granted, the undersigned hereby binds itself, its successors and assigns, to warrant and forever defend this right of way and easement unto the GRANTEE, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, by through or under GRANTOR but not otherwise..

IN TESTIMONY WHEREOF, GRANTOR and GRANTEE have executed this Valve Site Easement Agreement as of the 1<sup>st</sup> day of MARCH, 2010.

GRANTOR:

I WESTERN CAPITAL LTD.,  
a Texas limited partnership

By: [Signature]  
Name: JERRY BOCKARD  
Title: Partner

GRANTEE:

TEXAS MIDSTREAM GAS SERVICES, L.L.C.,  
an Oklahoma limited liability company

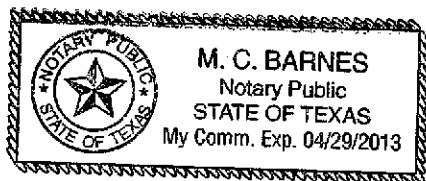
By: [Signature]  
John D. Selmonrust  
Vice President - Engineering and Construction

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 1<sup>st</sup> day of MARCH, 2010, by Jerry Bodin of I Western Capital Ltd.,



M. C. Barnes

Notary Public In and for the State of Texas

Printed Name: M. C. Barnes

My Commission Expires: 4/29/2013

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on the 5<sup>th</sup> day of March, 2010, by John D. Schmitt, VP - Engineering and Construction of Texas Midstream Gas Services, L.L.C.



Rebecca J. Marshall

Notary Public In and for the State of Oklahoma

Printed Name: Rebecca J. Marshall

My Commission Expires: 08/19/11

**EXHIBIT "A"**

See Attached Plat and Legal Description

EXHIBIT A

JACKSBORO HIGHWAY  
STATE HWY. 199

TARRANT COUNTY, TEXAS

CITY OF FORT WORTH  
R.O.W. DEDICATION  
VOL. 1050, PG. 175  
D.R.I.C.T.X.

CITY OF FORT WORTH  
R.O.W. DEDICATION  
VOL. 1113, PG. 138  
D.R.I.C.T.X.

TX-TARR-GROW-006.03  
CITY OF FORT WORTH  
VOL. 968, PG. 247  
D.R.I.C.T.X.

LOT 7,  
BELMONT GARDENS  
VOL. 609, PG. 623  
P.R.I.C.T.X.

LOT 8, 9, 10  
BELMONT GARDENS  
VOL. 609, PG. 623  
P.R.I.C.T.X.

TX-TARR-GROW-006.03  
CITY OF FORT WORTH  
VOL. 1050, PG. 444  
D.R.I.C.T.X.

TX-TARR-GROW-006.03  
CITY OF FORT WORTH  
VOL. 1113, PG. 138  
D.R.I.C.T.X.

TX-TARR-GROW-006.03.DD  
150' x 70'  
VALVE SITE

VALVE SITE  
PART 1  
P.O.B.  
P.E.

S 33°21'15" W  
62.63'  
N 56°43'41" W  
54.37'

1/2" IRF  
CONCRETE  
MONUMENT

VARIABLE WIDTH  
PERMANENT EASEMENT  
(PART 1)

N 56°16'50" W 849.35'

ROCKWOOD LANE  
(PLATTED 60' R.O.W.)

16th STREET ROAD NOT OPEN (PLATTED 60' R.O.W.)

LOT 8  
P.O.B.  
T.W.E.  
PART 3

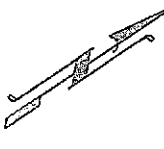
LOT 9  
P.O.B.  
T.W.E.  
PART 3

LOT 10  
P.O.B.  
T.W.E.  
PART 3

N 33°44'07" E  
427.54'

LINE	BEARING	DISTANCE
1	N 33°44'41" E	264.28'
2	S 56°15'19" E	40.00'
3	S 33°44'41" W	139.49'
4	S 04°14'10" W	143.33'
5	S 56°16'50" W	110.60'
6	N 04°14'10" E	143.33'
7	N 33°44'41" E	139.49'
8	S 56°15'19" E	30.00'
9	N 33°44'41" E	59.22'
10	N 56°16'50" W	275.72'
11	S 33°43'56" W	155.85'
12	S 86°52'37" W	261.02'
13	S 33°44'07" W	118.72'
14	N 88°52'37" W	261.02'
15	S 33°43'56" W	209.03'
16	N 33°44'41" E	19.29'
17	N 56°15'19" W	18.87'
18	N 10°37'41" W	73.12'
19	N 33°44'41" E	33.66'

R.O. REEVES SURVEY  
A-1282



SCALE: 1" = 200'  
Scale intended for legal size (8.5"x14")

TED B. HARP, SR.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 2002  
ALL DATA BASED ON TEXAS STATE PLANE COORDINATE  
SYSTEM, NORTH CENTRAL ZONE, NAD 82 GRID AND 83 (2002).  
PLAT TO ACCOMPANY FIELD NOTES

TEXAS MIDSTREAM  
GAS SERVICES  
PROPOSED GREENWOOD 14 CROSSING PROPERTY OF  
I WESTERN CAPITAL LTD.



US Survey Technologies, Inc.  
403 Jim Wright Freeway South, Ste. 150  
Fort Worth, TX 76109, 817-246-5900

TARRANT COUNTY  
DRAWN BY: SCD  
CHECKED BY: TBH  
SCALE: 1" = 200'

VARIABLE WIDTH PERMANENT EASEMENT = PART 1 0.344 ACRES  
VARIABLE WIDTH TEMPORARY WORK SPACE EASEMENT = PART 2 1.255 ACRES  
VARIABLE WIDTH TEMPORARY WORK SPACE EASEMENT = PART 3 3.206 ACRES  
TITLE INFORMATION PROVIDED  
BY TEXAS MIDSTREAM  
GAS SERVICES, L.L.C.  
NO OTHER UTILITY OR EASEMENT RECORD  
RESEARCH WAS PERFORMED BY US SURVEY  
TECHNOLOGIES, INC. AND IS NOT INCLUDED  
IN THIS SCOPE.

REV	DATE	BY	DESCRIPTION	CHK
1	06/24/09	SCD	REMOVED VALVE SITE LOCATION	TBH
2	06/24/09	SCD	CHANGED VALVE SITE LOCATION	TBH
3	10/21/09	RBH	CHANGE EASEMENT TO 40 FOOT WIDTH	TBH
4	09/14/09	RBH	REMOVED TRACT NUMBER PER CHK NEW LINE LIST	TBH
5	06/24/09	RBH	Change width of Temp Easmt. Per Steven Hodges	TBH



**PART 4 150' x 70' VALVE SITE EASEMENT**

**COMMENCING** at a 1/2-inch iron rod found (controlling monument), in the northerly right-of-way line of Rockwood Lane (a 60.00 foot width right-of-way as shown on said subdivision plat), and in the easterly right-of-way line of 16<sup>th</sup> Street (a 60 foot width right-of-way as shown on said subdivision plat), and for the southwest corner of said Lot 8;

**THENCE** with the northwest line of said Lot 8, and the easterly right-of-way line of said 16<sup>th</sup> Street the following courses:

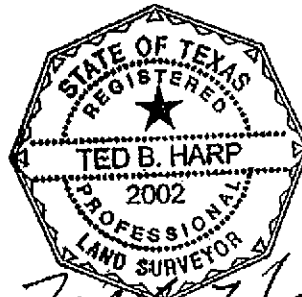
- North 33°44'41" East, 264.28 feet to the **POINT OF BEGINNING** being the northwest corner of said part 1, from which a 1/2-inch iron rod found for the northwest corner of said Lot 8, being in the southerly right-of-way line of Jacksboro Highway (Highway 199) as dedicated to The City of Fort Worth, by deed recorded in Volume 1050, Page 444, Deed Records, Tarrant County, Texas, bears North 33°44'41" East, 651.43 feet;
- North 33°44'41" East, 150.00 feet;

**THENCE** crossing said Lots 8 the following courses:

- South 56°15'19" East, 70.00 feet;
- South 33°44'41" West, 150.00 feet;
- North 56°15'19" West, 70.00 feet to the **POINT OF BEGINNING** and containing 0.241 acres of land, more or less.

All bearings are grid and based on the Texas State Plane Coordinate System, North Central Zone, NAD 83, (2002).

Note: Sketch titled TX-TARR-GRWO-006.03 006.05 & 006.06 of even date to accompany Field notes.



LIS Survey Technologies Corporation  
P.O. Box 121639  
Fort Worth, Texas 76121  
817-246-5900

*Ted B. Harp*  
Ted Harp, Sr.  
Registered Professional Land Surveyor  
No. 2002 – State of Texas